

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM425649

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nine West Development LLC		09/29/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Camuto Consulting, Inc.		
Street Address:	411 West Putnam Avenue		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	Corporation: CONNECTICUT		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1202134	CIRCA	
CORRESPONDENCE DATA			
Fax Number:	2039056747		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2035574224		
Email:	jferdinand@24iplg.com		
Correspondent Name:	Edmund J. Ferdinand, III		
Address Line 1:	129 Post Road East		
Address Line 4:	Westport, CONNECTICUT 06880		
ATTORNEY DOCKET NUMBER:	CAMG085UST		
NAME OF SUBMITTER:	Edmund J. Ferdinand, III		
SIGNATURE:	/ejf/		
DATE SIGNED:	05/01/2017		
Total Attachments: 4			
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ASSIGNMENT OF UNITED STATES TRADEMARK

This ASSIGNMENT OF UNITED STATES TRADEMARK (this "Assignment") is dated as of September 29, 2016 ("Effective Date"), between NINE WEST DEVELOPMENT LLC, a Delaware limited liability company ("Assignor"), and CAMUTO CONSULTING, INC., D/B/A CAMUTO GROUP, a Connecticut corporation ("Assignee") (collectively the "Parties").

RECITALS:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of even date herewith (the "Purchase Agreement");

WHEREAS, pursuant to Section 1 and Section 6.1(b) of the Purchase Agreement, Assignor agreed to, inter alia, assign to Assignee all of Assignor's rights, title and interests in and to the Trademarks, including the trademark registration listed on Schedule 1 hereto (the "Assigned Trademark"); and

WHEREAS, Assignee and Assignor are desirous of executing an instrument of assignment for purposes of transferring the Assigned Trademark pursuant to the Purchase Agreement and recording the assignment of the Assigned Trademark with the United States Patent and Trademark Office.

NOW THEREFORE, in consideration of the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Assignor does hereby irrevocably sell, assign, convey and transfer to Assignee all its rights, title and interests (whether statutory, common law or otherwise) in and to the Assigned Trademark, and all goodwill associated with the Assigned Trademark. The foregoing assignment includes the exclusive rights to (a) bring actions, defend against or otherwise recover for infringements, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements of the Assigned Trademark, (b) apply for, make filings with respect to and maintain all registrations, renewals and extensions thereof, and (c) all other rights of any kind whatsoever of Assignor in or to the Assigned Trademark.

2. This Assignment is subject to all of the terms, conditions and limitations set forth in the Purchase Agreement, including without limitation the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademark. Nothing contained in this Assignment shall release either the Assignor or the Assignee from any of their respective obligations under the Purchase Agreement or in any way diminish, limit, enlarge or modify any of the representations, warranties, indemnities, covenants, agreements or in general, any rights and remedies, and any of the obligations

of such parties set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern. Any capitalized term used in this Assignment but not otherwise defined herein shall have the meaning ascribed to such term in the Purchase Agreement.

3. At Assignee's reasonable request and expense, each Party agrees to execute and deliver such other documents and to take such other actions as the other may reasonably request in order to effectuate the purposes of this Assignment and to consummate the actions contemplated hereby, including the execution of any assignment agreement as may be necessary to record and effectuate the assignment contemplated herein with the United States Patent and Trademark Office.

4. This Assignment shall be binding upon and inure solely to the benefit of the Parties hereto and their respective successors and permitted assigns.

5. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of laws principles thereof.


6. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized officers.

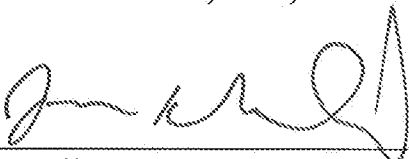
ASSIGNOR:

NINE WEST DEVELOPMENT LLC

By: 
Name: Ralph A. Schipani
Title: President and Treasurer

ASSIGNEE:

CAMUTO CONSULTING, INC., D/B/A CAMUTO GROUP

By: 
Name: Jeffrey K. Howald
Title: Chief Financial Officer

SCHEDULE 1

U.S. Trademark Registrations:

Mark	Appl'n Date	Appl'n #	Reg'n Date	Reg'n #	Inter. Class	Owner
CIRCA	June 8, 1981	73/313,595	July 20, 1982	1,202,134	25	Nine West Development LLC